

STATE OF NEW MEXICO
COUNTY OF BERNALILLO
SECOND JUDICIAL DISTRICT

ROBERTS, JIM,
ROBERTS, TRACEY,

Plaintiffs,

No.: D-202-CV-2016-07571

v.

HARRISON K-9 SECURITY SERVICES,
LLC, a Nevada Limited Liability Company,

Defendant.

DECLARATION OF NOVEMBER HOLLEY

I declare under penalty of perjury, as provided for by the laws of the United States (28 U.S.C. § 1746), that the following statements are true:

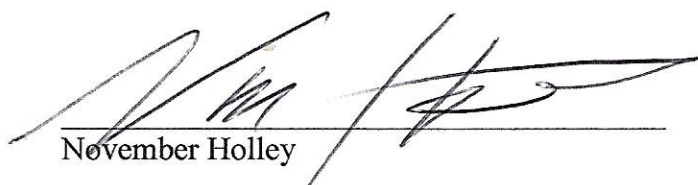
1. My name is November Holley and I give this declaration in support of Defendant's Motion to Dismiss.
2. I am a citizen and resident of Aiken, South Carolina. I am the manager of Harrison K-9 Security Services, LLC.
3. In my capacity as the manager for Harrison K-9 Security Services, LLC, I did engage in telephonic and email communications with Jim and Tracey Roberts concerning the sale and transport of the dogs Leo and Eyra and the sales agreements associated with those dogs. The email correspondence attached hereto are a sample of my communications with Tracey Roberts.
4. It is the policy of Harrison K-9 Security Services, LLC that all customers are offered a copy of the standard sales agreement prior to any money being paid. I made this

same offer to Mr. and Mrs. Roberts as it is made to all potential customers of Harrison K-9 Security Services, LLC. They declined the offer.

5. Neither Plaintiff ever made any objection to any provision of either sales agreement. Neither Plaintiff ever made any request to me to change or renegotiate any term of either sales agreement.
6. No agent of Harrison K-9 Security Services, LLC was ever authorized or directed to demand or represent that both Leo and Eyra would be taken by the trainers who accompanied Eyra to New Mexico. In fact, company policy dictates that if any customer expresses confusion, disagreement, or unhappiness regarding any term of the sales agreement, the trainer is required to return to the hotel and allow the customer to “sleep on it” before signing the sales agreement.
7. Under no circumstances would Harrison K-9 Security Services, LLC threaten to remove a dog being returned and the replacement dog. Until the new dog is accepted and a new sales agreement is signed, the original dog remains the legal property of the customer and cannot be taken by Harrison K-9 Security Services, LLC.
8. The second contract for Eyra was provided at the request of Tracey Roberts. Once Eyra was identified as the replacement dog for Leo, Ms. Roberts expressed concerns that she may not bond with Eyra, but the original contract stated that the customer could only return a dog one time. The separate contract for Eyra was provided to “reset” the warranty in order to allow Plaintiffs to return Eyra within 6 months if any problems arose with the dog.

Executed on March 2, 2017.

FURTHER AFFIANT SAYETH NOT



November Holley